The Order of the Court is stated below:
Dated: October 22, 2026 05:47:20 PM **/s/** TERESA WELCH
District Court Judge

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IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the matter of the marriage of: Alisha Hope Romero and Rick Michael Romero	**DECREE OF DIVORCE** Case No: 254906284 Judge: Welch Commissioner: Sagers

THE ABOVE-ENTITLED MATTER having come before the Court by written stipulation of the parties and an affidavit of grounds and jurisdiction, with the Court having taken all matters herein under advisement and being fully advised in the premises, and having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Residency.** Petitioner and Respondent are bona fide residents of Salt Lake County, State of Utah, and have been for more than three months immediately prior to the filing of this action.

2. **Marriage Information.** Petitioner and Respondent were married on September 28, 2007 in Salt Lake County, State of Utah, and are presently married. The parties separated in or around May of 2020.

3. **Grounds.** The parties have experienced irreconcilable differences in their marriage and there is no chance of reconciliation. The parties request that this Court order that the marriage be dissolved.

4. **Children.** The parties have two (2) minor children born or adopted of this marriage, to wit:

a. J.J.R., born in December of 2009; and

b. L.H.R., born in September of 2012.

5. **Jurisdiction.** Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings involving custody, criminal, protective orders, or delinquency involving the above-named minor children in juvenile court or any other venue.

6. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §81-11 et seq. (1953 as amended), in that Utah is the home state of the minor children at the time of commencement of this proceeding.

7. **Legal Custody.** Each of the parties being fit and proper persons, the parties shall have joint legal custody of the minor children.

a. The parties shall discuss all major decisions concerning the children including their health, education, and general welfare, daycare, medical and dental treatment, and therapy.

b. To accomplish this, the parties shall use the following decision-making procedure: (1) Identify the issue; (2) meaningfully discuss possible solutions and respond to any inquiries within 48 hours; (3) Consult with any applicable and available experts in the relevant area of dispute; and (4) Choose the most sensible solution that considers the

needs and interests of everyone involved. (5) If the parties reach an impasse, they shall attend mediation to try to resolve the issue.

c. If the parties do not resolve the issue in mediation, Mother shall be deemed to have provision final decision making authority for L.H.R. and Father shall be deemed to have provisional final decision making authority for J.J.R.

d. If the parties remain at an impasse following the decision making process outlined in this Paragraph 7, including mediation, the party with provisional final decision making authority shall present their decision to the other party in writing. The decision shall be stayed for a period of fourteen (14) days, during which time the non-decision making party may file a motion or other appropriate pleading with the court. If such a pleading is filed with the court, the decision shall be stayed pending court determination. If no such pleading is filed, the party with provisional final decision making authority may proceed with the decision.

e. Unless the parties agree or the court orders otherwise, the children shall continue to attend the schools in which they are currently enrolled, and any schools into which their current schools feed.

f. The parties shall not allow the children to receive body modifications, tattoos, piercings, etc. until either the child reaches his/her 18th birthday or the parties agree otherwise.

8. **Physical Custody and Parent Time.** The parties are awarded joint physical custody of the minor children, with parent time as the parties agree. If the parties do not agree, parent time shall be pursuant to Utah Code Ann. §81-9-303, as follows:

a. Father shall be deemed the primary custodial parent for J.J.R., with Mother having parent time as the minority parent under Utah Code Ann. §81-9-303, as follows:

i. Mother shall have J.J.R. every other weekend, starting Friday at the end of the child's school or as early as 9:00 a.m. if the minor child is not in school and Mother is available to provide personal care for the child, until Monday morning school drop off, or 9:00 a.m. if the minor child is not in school.

ii. In addition, Mother shall have a mid-week overnight visit with J.J.R. every Thursday, starting at the end of the child's school or as early as 9:00 a.m. if the minor child is not in school and Mother is available to provide personal care for the child, until Monday morning school drop off, or 9:00 a.m. if the minor child is not in school.

b. Mother shall be deemed the primary custodial parent for L.H.R., with Father having parent time as the minority parent under Utah Code Ann. §81-9-303, as follows:

i. Father shall have L.H.R. every other weekend, starting Friday at the end of the child's school or as early as 9:00 a.m. if the minor child is not in school and Father is available to provide personal

care for the child, until Monday morning school drop off, or 9:00 a.m. if the minor child is not in school.

ii. In addition, Father shall have a mid-week overnight visit with L.H.R. every Thursday, starting at the end of the child's school or as early as 9:00 a.m. if the minor child is not in school and Father is available to provide personal care for the child, until Monday morning school drop off, or 9:00 a.m. if the minor child is not in school.

c. The parties shall cooperate to ensure that the children are together for weekends, holidays, and mid-week overnights.

d. The parties shall reasonably attempt to accommodate the children's schedules and wishes in implementing this parent time schedule. Both parties shall use their best reasonable efforts to encourage parent time with both parents. The parties shall also work together to make reasonable accommodation for each other's respective work schedules and other logistical considerations as pertains to parent time and parent time exchanges.

e. If either party permanently relocates more than one hundred fifty (150) miles from their current location, that party shall follow the provisions of Utah Code Ann. §81-9-209 and Ross v. Ross.

9. **Transportation.** Exchanges shall be as the parties agree. If the parties cannot agree, the following shall apply:

a. The receiving parent shall pick up the minor children from the other parent's residence unless the parties agree otherwise. When possible, parent time exchanges shall occur at an agreed upon midway point.

b. School-to-school exchanges shall be utilized when possible. When they are not possible, exchanges shall be at the parties' respective residences.

c. Both parties shall be civil and shall avoid confrontation during parent exchanges. The parties shall ensure that any third parties (including spouses, other children, extended family members, etc.) are civil and avoid confrontation during parent exchanges.

d. A spouse, grandparent, or other responsible adult known to the minor children and both parties may pick up or drop off the minor children for exchanges.

10. **Holiday Parent Time.** Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall be based upon Utah Code Ann. §81-9-303, as set forth herein:

a. The parties have chosen to remove Juneteenth from their holiday parent time calendar.

b. The parties will follow the calendar of the school district in which the children are enrolled for holidays related to school breaks.

c. Holiday parent time shall take precedence over regular parent time, and both parties shall be restrained from interrupting the other's holiday parent time.

d. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the children’s attendance at school for that school day.

e. If there is more than one child and the children’s school schedules vary for purposes of a holiday, at the option of the parent exercising the holiday or the parent’s half of the holiday, the children may remain together for the holiday period beginning the first evening that all children’s schools are dismissed for the holiday and ending the evening before any child returns to school.

f. If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

i. the holiday schedule for Mother's Day or Father's Day;

ii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;

iii. the holiday schedule for any holiday that is not Mother’s Day, Father’s Day, or the child's birthday;

iv. extended parent-time; and

v. the schedule for weekday or weekend parent-time.

g. A parent exercising parent-time for a child's birthday may bring other siblings along for the child's birthday.

h. Unless the parties agree otherwise, holiday parent time shall be according to the following modified schedule:

HOLIDAY	HOLIDAY TIME PERIOD	Years Mother is Granted Holiday	Years Father is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering the child to school on the day following President's Day; or at 8 a.m. on the day following President's Day if there is no school.	Even years	Odd years
Spring Break	Holiday begins at 6 p.m. on the day that school dismisses for spring break. Holiday ends: upon delivering the child to school on the day following the end of spring break; or at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends: upon delivering the child to school on the day following Memorial Day; or at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother’s Day	Holiday begins on Mother's Day at 9 a.m. Holiday ends on Mother's Day at 7 p.m.	All years	
Father’s Day	Holiday begins on Father's Day at 9 a.m. Holiday ends on Father's Day at 7 p.m.		All years
Independence Day	Holiday begins on July 3rd at 6 p.m. Holiday ends on July 5th at 6 p.m.	Odd years	Even years

Pioneer Day	Holiday begins on July 23rd at 6 p.m. Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	Holiday begins Friday at: 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends: upon delivering the child to school on the day following Labor Day; or at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Fall Break	Holiday begins at 6 p.m. on the day school is dismissed for fall break. Holiday ends: upon delivering the child to school on the day following the end of fall break; or at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: at the time that school is dismissed; or at 4 p.m. if there is no school. Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	Holiday begins on Wednesday at: 6 p.m.; or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. Holiday ends: upon delivering the child to school on the Monday following Thanksgiving; or at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even years	Odd years
Winter Break (First Half)	Holiday begins at: 6 p.m. on the day that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	Holiday begins on December 27th at 7 p.m. Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Odd years	Even years

11. **Summer Parent Time.** Summer extended parent time shall be as the parties agree. If the parties cannot agree, summer parent time shall be as follows:

a. Each parent shall be entitled to two (2) weeks of uninterrupted summer extended parent time.

b. Each parent shall provide notice of their intended extended summer parent time. During odd-numbered years, Father shall have first option and shall provide notice of his intended extended summer parent time by April 1 and Mother shall provide notice of her intended extended summer parent time by April 15. During even-numbered years, Mother shall have first option and shall provide notice of her intended extended summer parent time by April 1 and Father shall provide notice of his intended extended summer parent time by April 15.

c. If a parent fails to provide notice as set forth herein within the applicable time period, the non-complying parent loses their priority and the complying parent may schedule their own extended summer parent time.

12. **Virtual Parent Time.** Each party may have reasonable and uncensored phone contact with the children while they are with the other parent, as follows:

a. The children may call or text either parent at reasonable times and for reasonable durations.

b. Both parties shall be supportive of virtual parent time with the other parent.

c. Neither party shall use virtual parent time as a means of manipulating or otherwise trying to coerce the children's behavior in any way.

13. **Right of First Refusal.** Parental care is presumed to be better than surrogate care. Each party shall have first option to provide care for the minor children over any other third party (i.e., surrogate care) if the parent responsible for the minor children is not available for a period of overnight or longer during parent time, the other parent shall be entitled to parent-time if that parent is personally available and willing to provide direct care and transportation. The parent exercising parent time under the right of first refusal shall (a) provide all transportation to and from parent time and (b) provide direct parental care. The parties agree that this right shall only apply to L.H.R.

14. **School Fees; Extracurricular Expenses.** The parties shall be equally responsible for the children's school fees and extracurricular expenses as follows:

a. All mandatory school fees, not including private school tuition and fees, shall be divided equally between the parties.

b. The parties shall be equally responsible for any extracurricular activities that are agreed upon in writing by both parties. Neither party may obligate a child to an unapproved extracurricular activity which infringes on the parent time of the other parent.

c. If a party does not consent to an extracurricular activity, that party is not required to pay half of the cost of that activity and is not required to take the child to activity events; however, the other parent may still enroll the child in the extracurricular activity for the child to participate in during the enrolling parent's parent time.

d. Each party shall, during their respective parent time, ensure that the children get to and from their agreed-upon activities, practices, games, etc.

15. **Parenting Plan.** The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:

a. Both parties shall have access to the children's educational, church, and other records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant social, sports, and community functions in which the children are participating or being honored, and both parties shall be entitled to attend and participate fully;

b. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

c. The parties shall notify the other parent of major injury or illness involving the children as soon as reasonably possible;

d. The parties shall provide each other with the names and telephone numbers of teachers, coaches, and others who work with the minor

children at school, medically, or otherwise, and shall encourage such teachers, coaches, and others to add both parents to email and communication lists, so that each party can initiate their own relationship with these professionals;

e. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children;

f. The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of the change;

g. The parent who has the children in his or her care may make minor day-to-day decisions regarding the children without having to consult with the other parent;

h. For emergency purposes, whenever the children travel with either parent overnight or longer, the following shall be provided to the other parent prior to departure: (1) an itinerary of travel dates; (2) destinations; (3) places where the children or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the children's location;

i. Before leaving the United States with the children, the parent taking the minor children will give the other parent at least thirty (30) days' notice. The parties shall cooperate in obtaining

passports for the minor children. The party who pays for the passports shall keep the passports in their possession, but shall make them available to the other parent in the event that parent desires to travel with the minor children outside the United States and requests them;

ii. The parties shall work together in a reasonable manner to accommodate each other and to provide the children consistency and stability;

i. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule;

j. The parties shall not put the children in the middle. The parties shall not discuss case-related adult issues including any legal or financial-related issues with the children pertaining to this legal matter;

k. The minor children shall not be used as messengers;

l. The parties shall maintain safe and appropriate sleeping and living accommodations for the children. Each child shall have their own bed when staying with either parent;

m. Neither parent shall question the minor children about the other parent's activities, personal relationships, or how the other parent

spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;

n. The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time; and

o. Communication regarding the minor children shall be directly between the parents and shall not involve third parties; and

p. Neither party shall consume illegal drugs, misuse prescription drugs, or consume alcohol to excess during their respective parent time, nor will they allow other third parties to violate this provision in the presence of the children.

16. **Mutual Restraining Order.** The parties stipulate and agree to the following mutual restraining order:

a. Both parties shall be restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent online or in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preferences regarding custody or visitation.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from

the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes the children's best interest.

c. Both parties shall be restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties shall also be restrained from discussing the children's relationships with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information. Neither party shall request or encourage the children to hold back information from the other party which shall otherwise be divulged to the other party by the other parent.

d. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes: (i) an unreasonable number of texts, emails, phone calls, or other contact between one parent and the other at any time; or (ii) unreasonable contact between parent and children during the other parent's parenting time.

e. Both parties shall be mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

f. Unless otherwise agreed by the parties in writing, both parties shall be mutually restrained from going to the residence of the other party, except for child pickup or drop-offs.

g. Neither party shall use the other party's likeness, picture, name, or identification to denigrate or criticize the other party on any social media platform. If such denigration or criticism has already occurred, the party placing such items on social media shall remove such postings immediately.

h. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

17. **Child Support.** Child support shall be based on Utah Child Support Guidelines and the Child Support Worksheet(s) attached hereto. For purposes of this Stipulation, the parties have agreed to Father's monthly gross income as $5,222 and Mother's monthly gross income as $4,160.

a. Until May 31, 2027, the parties shall utilize the equal parent time worksheet, with Father having 182 overnights and Mother having 183 overnights. Under this worksheet, Father's monthly child support obligation under the guidelines for two (2) minor children is established as $66.

b. Beginning June 1, 2027 the parties shall utilize the joint parent time worksheet, with Father having 145 overnights and Mother having 220 overnights. Under this worksheet, Father's monthly child support obligation under the guidelines for two (2) minor children is established as $375.

c. Child support shall be payable one-half on the 5th day of each month and one-half on the 20th day of each month unless the parties otherwise agree.

d. Child support for each child shall continue until the child turns eighteen (18) or graduates from high school at the regular age, whichever occurs later.

e. If child support is ever more than thirty (30) days late, payor's income may be subject to income withholding by ORS in accordance with the Utah Code.

f. Father's child support obligation shall begin on September 1, 2026.

g. Both parties waive any claim they may have to past child support.

18. **Medical, Dental and Other Healthcare Expenses.** In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor children shall be provided by the party which can obtain the best such coverages if it is available at a reasonable cost. Currently, Father is the party that can obtain the best coverage and it is available to him at a reasonable cost.

a. If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Mother shall be considered the secondary coverage for the child.

b. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The

child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

c. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent children and actually paid by the parents.

d. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

e. Each parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of

one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

f. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

19. **Childcare Expenses.** Given the age of the children, the parties do not anticipate any need for work related childcare expenses. Accordingly, the parties shall each be responsible for any childcare expenses incurred during their respective parent time.

a. Where feasible, the parties shall cooperate to give each other the first right of refusal to provide childcare, or to utilize family members to provide such care prior to employing paid childcare.

b. Family childcare shall be sought before paid childcare.

20. **Tax Exemptions and Credits.** Tax exemptions for the minor children shall be awarded as follows:

a. For tax years 2026 and 2027, Father shall claim L.H.R. and Mother shall claim J.J.R.

b. Starting in tax year 2028, Mother shall claim L.H.R. for even tax years and Father shall claim her for odd tax years.

c. If, on December 31 of any year, either party is behind on any support payments ordered pursuant to this Stipulation, that party shall waive their right to claim any minor children for that year.

d. The parties shall follow all IRS guidelines as to filing status.

21. **Alimony.** Neither party shall be awarded alimony now or in the future.

22. **Real Property.** During the course of the parties' marriage, the parties acquired certain real estate located at 5455 Colter Drive, Kearns, Utah 84078 (the "Home"). The Home shall be divided and awarded as set forth herein:

a. The Home is awarded to Father as his sole and separate property. He shall have exclusive use and possession of the Home.

b. Father shall be solely responsible for all payments pertaining to the Home, including but not limited to the mortgage payment, taxes, insurance, utilities, repairs, and upkeep. Father shall be prohibited from causing any damage to the Home until Mother has received her Asset Equalization Payment as set forth in Paragraph 29 below.

c. Mother waives any claim she may have to the Home.

d. The Home shall be security for Father's obligation to make the Asset Equalization Payment set forth in Paragraph 28 below.

e. Neither party shall further encumber the Home until Mother has received the Asset Equalization Payment as set forth in Paragraph 28 below. If Father needs to encumber the Home as part of the transaction which pays Mother the Asset Equalization Payment in full, that will be acceptable.

f. If Father fails to make the Asset Equalization Payment within three (3) months following entry of the Decree, the Home shall be immediately listed with a licensed Realtor of Father's choosing and sold, as follows:

i. The Realtor shall be instructed to communicate all aspects of the listing and sale process to both parties.

ii. Father shall follow all recommendations of the Realtor as to listing price, presentation, offers, and counteroffers.

g. If the Home is sold, the sale proceeds shall be divided as follows:

i. First, to pay any commissions and seller closing costs appurtenant to the sale;

ii. Second, to pay off any encumbrance against the Home;

iii. Third, to pay Mother any remaining balance due from the Asset Equalization Payment set forth in Paragraph 28 below; and

iv. Fourth, the remainder shall be delivered to Father.

23. **Vehicles.** The parties own certain vehicles, which shall be divided as follows:

a. Mother shall be awarded any vehicles currently in her possession. Mother shall assume all payment obligations for those vehicles.

b. Father shall be awarded any vehicles currently in his possession. Father shall be responsible for all payment obligations for these vehicles.

c. Both parties shall cooperate to remove the other from title and refinance any vehicle awarded to them in which the other party is named no later than thirty (30) days after payment of Mother's Equity to Mother.

d. Each party shall maintain and pay for their own automobile insurance policy.

e. Each party shall indemnify and hold the other harmless from any vehicle(s) awarded to him/her.

24. **Personal Property.** During the course of the marriage relationship, the parties have acquired certain personal property. That personal property has previously been divided between the parties.

25. **Debts.** During the marriage, Mother and Father acquired certain debts. Division and payment of those debts shall be as set forth herein:

a. Father shall be responsible for any debts in his name.

b. Mother shall be responsible for any debts in her name.

c. Except as otherwise set forth herein, any debts incurred since the date of separation, shall be the sole responsibility of the party who incurred the debt.

d. Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.

e. Each party shall indemnify and hold the other party harmless from any debts awarded to him or her.

f. Both parties shall cooperate to pay off any debts on which the other party is listed or to remove the other from any debt awarded to them in which the other party is named no later than thirty (30) days after payment of Mother's Equity to Mother.

26. **Financial Accounts.** During the course of the marriage the parties acquired joint bank and savings accounts. Each party shall be awarded any accounts in their own names. Any joint accounts shall be closed.

27. **Retirement.** During the course of the marriage the parties acquired certain retirement accounts. Those accounts shall be divided as follows:

a. Each party shall be awarded fifty percent (50%) of the marital portion of the retirement accounts of the other.

b. Mother's retirement account has been closed. Mother represents that the value of her account at closing was $10,954.61 and that her account has never had a higher balance. This value shall be deemed divisible as a marital retirement account for calculation purposes (i.e., the total marital retirement accounts shall include Father's account balance plus Mother's $10,954.61).

c. Father's fifty percent (50%) of the total marital retirement accounts shall be awarded to Mother and credited against the Asset Equalization Payment set forth in Paragraph 28 below.

d. The parties shall retain Rori Hendrix to complete any required Qualified Domestic Relations Orders (hereinafter "QDRO") to divide and award these accounts, if necessary. The parties shall equally share in the costs related to the completion of the QDROs. The parties shall promptly cooperate in reviewing and signing necessary documents to effectuate the transfer and shall provide all information necessary.

e. The accounts shall be valuated as of the date of the entry of the Decree of Divorce. Neither party shall obtain a loan against their account, withdraw from their account, or otherwise dissipate or encumber their account before division.

28. **Asset Equalization Payment.** In order to equalize the distribution of assets as set forth herein, the parties agree to the following Asset Equalization Payment:

a. Father shall pay to Mother the sum of $70,000.

b. This sum shall be paid on or before the date which is three (3) months following entry of the Decree, or thirty (30) days following entry of the QDRO set forth in Paragraph 27 above, whichever is later.

c. The total sum of Father's fifty percent (50%) of the marital retirement accounts, which sum is awarded to Mother, shall be deemed payment to Mother toward the Asset Equalization Payment set forth herein. After the retirement accounts are divided and Mother has been

awarded Father's portion, Father shall pay the difference, if any, between the amount received by Mother from Father's portion of the retirement accounts and this Asset Equalization Payment of $70,000.

d. If Father fails to pay the Asset Equalization Payment when due, the Home shall be listed for sale and sold as set forth in Paragraph 22(f) and (g).

29. **Maiden Name.** If she so chooses, Mother shall be entitled to legally change her name to her maiden name of ALISHA HOPE WISE.

30. **Dispute Resolution.** If a dispute arises between the parties, they shall return to mediation prior to filing an action in court. Enforcement or emergency actions may be filed directly with the court without mediation.

31. **Cooperation.** Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, to divide automobile insurance policies, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.

32. **Attorney Fees.** Both parties shall pay their own attorney's fees in this matter.

33. **Entry of Decree.** Petitioner is awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, the same to become final upon entry.

JUDICIAL SIGNATURE AND DATE OF ORDER APPEAR ON TOP OF FIRST PAGE OF THIS DOCUMENT

APPROVED TO FORM AND CONTENT BY RESPONDENT:

/s/ Kirt Quackenbush 09/22/2026

1*Signed by Andrew Fackrell* Date
with permission of Kirt Quackenbush

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, you are hereby notified that the forgoing will be sent to the Court for signing upon the expiration of 7 days after the order is served, unless a written objection is filed with the Court prior to that time.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served as indicated below, the 14th day of September 2026 to the following:

Kirt Quackenbush

[ ] U.S. Mail, postage prepaid
[ ] Facsimile
[ ] Hand Delivered
[ ] E-Mail:
[X] Court e-file

/s/ Andrew Fackrell